

1 BILL NO. S-81-11 -29

2 SPECIAL ORDINANCE NO. S- 09-82

3
4 AN ORDINANCE approving an Inter-
5 governmental Cooperation Data
6 Processing Agreement with Allen
County, Indiana.

7 WHEREAS, the City is desirous of entering into a City-
8 County Intergovernmental Cooperation Data Processing Agree-
9 ment with Allen County, Indiana;

10 WHEREAS, said agreement is drafted and in conformance
11 with I.C. 36-1-7-12.

12 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
13 THE CITY OF FORT WAYNE, INDIANA:

14 SECTION 1. That the annexed City-County Intergovern-
15 mental Cooperation Data Processing Agreement by and between
16 the City of Fort Wayne and Allen County, Indiana by and
17 through it's Board of Commissioners, is hereby in all things
18 ratified, confirmed and approved.

19 SECTION 2. Said agreement is by reference incorporated
20 herein and made a part hereof.

21 SECTION 3. That this Ordinance shall be in full force
22 and effect from and after its passage and approval by the
23 Mayor.

24 
25 COUNCILMAN

26
27 APPROVED AS TO FORM AND
28 LEGALITY NOVEMBER 20, 1981

29 
30 BRUCE O. BOXBERGER, CITY ATTORNEY
31
32

Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by title and referred to the Committee _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: _____

CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>	_____	_____	_____
BRADBURY	<u>X</u>	_____	_____	_____	_____
BURNS	<u>X</u>	_____	_____	_____	_____
EISBART	<u>X</u>	_____	_____	_____	_____
GiaQUINTA	<u>X</u>	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>X</u>	_____
SCHMIDT	<u>X</u>	_____	_____	_____	_____
SCHOMBURG	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 2-9-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING-MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 09-82

on the 9th day of February, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of February, 1982, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 10th day of February, 1982, at the hour of 2 o'clock P M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

Read the first time in full and on motion by V. Schmeck, seconded by Delaney, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATE: 11-24-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by _____, seconded by _____, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	_____	_____
<u>GIAQUINTA</u>	_____	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	_____	_____
<u>SCHOMBURG</u>	_____	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____	_____

DATE: _____

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. _____ on the _____ day of _____, 19____.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 19____, at the hour of _____ o'clock _____ M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this _____ day of _____ 19____, at the hour of _____ o'clock _____ M., E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

*M10
Jmm*

*Held until Dec. 8/15
pending contract copy
to each council member.*

BILL NO. S-81-11-29

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE approving an Intergovernmental Cooperation Data Processing
Agreement with Allen County, Indiana

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

John Nichols
VIVIAN G. SCHMIDT, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

Donald J. Schmidt
ROY S. SCHOMBURG

Jan 10
Mark E. GiaQuinta
Paul M. Burns
D. Schmidt

CONCURRED IN

DATE 2-9-82 CLERK W. W. CITY CLERK

CITY-COUNTY INTERGOVERNMENTAL COOPERATION
DATA PROCESSING AGREEMENT

AGREEMENT made this 18, day of November, 1981, by and between the BOARD OF COMMISSIONERS OF ALLEN COUNTY, referred to as "County", the DATA PROCESSING AGENCY OF ALLEN COUNTY, referred to as "Agency", the CITY OF FORT WAYNE, referred to as "City", and FORT WAYNE CITY UTILITIES, referred to as "Utilities",

W I T N E S S E T H:

WHEREAS, the City of Fort Wayne and Fort Wayne City Utilities desire to use the data processing facilities owned and operated by County, and

WHEREAS, to facilitate the additional capacity desired by the City of Fort Wayne and Fort Wayne City Utilities, the Data Processing Agency of Allen County will be required to increase its data processing capacity and to enter into long-term contracts and leases for additional equipment, and

WHEREAS, pursuant to I.C. 36-1-7-12, the parties hereto have the authority and power to enter into such an agreement,

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, TERMS AND CONDITIONS CONTAINED HEREIN, the parties agree as follows:

1. The term of the Agreement shall be for a period of nine (9) months, unless terminated earlier as hereinafter provided, commencing November 23, 1981, through July 31, 1982, unless mutually terminated by consent of all signatories hereto.

2. (a) The County shall, upon approval of the Allen County Data Board, maintain sufficient hardware and software to meet the reasonable processing needs of the City and Utilities; however,

(b) City and Utilities shall acquire, repair and maintain, upon the execution of this Agreement, at their own expense and in sufficient quantity to meet their needs, the following data processing equipment:

- (1) disk drives
- (2) CRT and printer terminals, and
- (3) local terminal control units.

(c) City and Utilities may acquire, repair and maintain at their own expense additional hardware and/or software items in order to improve their processing capability and turn-around time providing:

- (1) Allen County Data Board approval is obtained for any device or software package to be located or used by or within the County facilities, or to be located outside the County facilities but affecting County expenditures or processing turn-around time;

- (2) Any hardware or software package located within or used by the County facilities and upon which the County has become dependent will not be removed from use by the County until the County has had reasonable time to provide its own replacement.

- (3) City and Utilities agree to provide, on or about November 30, 1981, one (1) I.B.M. 4331, which shall not be removed from the Agency premises until the I.B.M. 4341 on order by the Agency (currently scheduled for delivery on or about

July 31, 1982) is delivered, installed, tested and accepted by the agency.

3. City shall compensate the County for use of the County's facilities and services as follows:

(a) The County shall determine each quarter the following costs:

(1) Overhead and personnel costs to be calculated by adding:

(i) Fifty per cent (50%) of the Director's salary, plus

(ii) Manager of Operations salary, plus

(iii) Manager of System Software salary, plus

(iv) Cost of one (1) operator for twenty-four (24) hours, seven (7) days a week, plus

(v) Cost of one (1) systems software specialist, less

(vi) The per hour cost of any programming or other services provided to the County by City and/or Utilities, plus

(2) The sum of all Central Processing Unit (hereinafter CPU) and software costs to be calculated by adding the lease or amortized purchase and maintenance costs of the hardware and software obtained by the Agency and used by City and Utilities; and subtracting therefrom the lease or amortized purchase and maintenance costs of the CPU and software obtained by City and Utilities and installed in the Agency facilities and used by the Agency.

(3) The rate of amortization for purchased hardware or software shall be computed using the vendors date of purchase or acquisition amortization, rental or lease schedule, calculated on a monthly basis. However, in no event shall any schedule exceed forty-eight (48) months duration. If any vendors schedule exceeds forty-eight (48) months, it shall be recalculated by the Agency based on forty-eight (48) months for the purposes of this contract.

(b) The total CPU processing time, including both batch and on-line, for City and Utilities shall be determined as a percentage of overall processing time. Said percentage shall be calculated as the weighted average of double the on-line percentage plus the batch percentage.

(c) City shall pay the County an amount equal to the total costs determined in (a) multiplied by the percentage determined in (b) plus a sum calculated by computing the ratio of the number of fixed connectors used by City and Utilities to the total number of connectors attached to the following described hardware: I.B.M., 3272, 3274, 3704, 3880, 3803, and (IDACS) telephone line, or any additions or deletions thereto, by either party.

4. The County shall invoice the City for the sums calculated pursuant to paragraph 3 within thirty (30) days of the close of a quarter; all computations and accounting data used by the County to arrive at the invoiced amount shall be made available to the City upon request.

5. If at any time consumable supplies are furnished by one party to the other, it shall be expressed in writing at the time of transfer specifically designating whether the supplies are to be replaced and by what date, or are to be included as a charge or credit on the next quarterly invoice at replacement cost.

6. The director of each agency shall review no less than once each quarter the short- and long-term plans for hardware and software changes which will affect the other party in any way. The Agency shall be under the operational control of its director, however, any conflict in plans or cost allocation which cannot be resolved in these reviews shall be arbitrated by the Technical Advisory Committee to the Allen County Data Board, supplemented by the presentations of the directors of each agency.

7. Should the City and Utilities terminate this Agreement prior to the normal expiration date herein specified, and should the County be forced to remove excess hardware and software not required for its use as a result of this early termination, then the City shall fully reimburse the County for any penalties incurred as a result of termination of agreements with vendors for such hardware and software.

8. A supplement to this Agreement shall be jointly created and agreed upon by all parties concerned, and shall be updated as necessary to remain consistent with changing expectations; the supplement to cover the day-to-day working relationship among the parties involved.

9. This Agreement may be amended at any time upon mutual consent of all signatories.

CITY OF FORT WAYNE

Winfield C. Moses, Jr.
Winfield C. Moses, Jr., Mayor

ATTEST:

BOARD OF WORKS

Thomas W. Latchem
Thomas W. Latchem, Chairman

Robert Anderson Staten
Robert Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

FORT WAYNE CITY UTILITIES

Frank Heyman
Frank Heyman, Controller

ATTEST:

DATA PROCESSING AGENCY OF ALLEN COUNTY

Jack K. Dunifon
Jack K. Dunifon, Pres.

ATTEST:

Gloria J. Goeglein
Gloria J. Goeglein, Secretary

BOARD OF COMMISSIONERS OF
ALLEN COUNTY, INDIANA

Richard M. Regedanz
Richard M. Regedanz

Jack K. Dunifon
Jack K. Dunifon

Richard M. Ellenwood
Richard M. Ellenwood

ATTEST:

Gloria J. Goeglein
Gloria J. Goeglein,
Auditor